

12-11-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp.
5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Interlake Acquisition Corporation Limited

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **September 30, 2002**

2. Name and address of receiving party(ies)

Name: **Ableco Finance LLC**

Internal

Address: _____

Street Address: **450 Park Avenue**

City: **New York** State: **NY** Zip: **10022**

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,568,785; 2,584,184

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Stanley Seuradge**

Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved:.....

7. Total fee (37 CFR 3.41)..... **\$ 65.00**

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Stanley Seuradge

Name of Person Signing

Signature

October 28, 2002

Date

Total number of pages including cover sheet, attachments, and document: **7**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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01 FC:8521
02 FC:8522

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TRADEMARK
REEL: 002631 FRAME: 0087

SHORT FORM TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2002, by Interlake Acquisition Corporation Limited (the "Grantor"), in favor of Ableco Finance LLC ("Ableco") on its own behalf and as Agent for the Secured Parties (as defined in the Financing Agreement referred to below) (in such capacity, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Financing Agreement, dated as of September 30, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), among Interlake Acquisition Corporation Limited, Ableco, as agent for the Lenders, and each of the other financial institutions party thereto as Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a General Security Agreement of even date herewith in favor of Ableco, on its own behalf and as Agent (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Financing Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

1. Defined Terms

Unless otherwise defined herein, terms defined in the Financing Agreement or in the Security Agreement and used herein have the meaning given to them in the Financing Agreement or the Security Agreement.

2. Grant of Security Interest in Trademark Collateral

The Grantor, to secure the payment and performance of the Obligations of such Grantor, hereby grants to Ableco, a Lien on and continuing security interest in all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its trademarks, service marks, trademark and service mark licenses to which it is a party, and all related applications and registrations, including, without limitation, those referred to on Schedule I hereto (such trademarks and service marks, whether owned by or licensed to Grantor, are collectively referred to as the "Trademarks");

(b) all renewals, modifications and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the Trademarks; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

**INTERLAKE ACQUISITION CORPORATION
LIMITED**

By: 

Name: ~~Hugo E. Vivero~~

Title: Vice President

STATE OF New York

COUNTY OF New York

SS.:

On this 30 day of September, 2002, before me personally came Hugo E. Vivero, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of INTERLAKE ACQUISITION CORPORATION LIMITED, a Nova Scotia corporation, and that he executed the foregoing instrument in the firm name of INTERLAKE ACQUISITION CORPORATION LIMITED, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Ronald Carlton
Notary Public

RONALD CARLTON
NOTARY PUBLIC, State of New York
No. 2431624841982
Qualified in Kings County
Certificate Filed in New York County
Commission Expires June 30, 192003

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NOTARY PUBLIC, State of New York
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Schedule I
to
Trademark Security Agreement
Trademark Registrations

A. Registered Trademarks

1. "Interlake Paper", Trademark Registration No. 2,568,785, registered May 14, 2002; International Class No. 16 for industrial and commercial disposable paper wipers not impregnated with chemicals and compounds; paper towels; paper napkins; paper for wrapping and packaging; filter paper, etc.
2. "Interlake", Trademark Registration No. 2,584,184, registered on June 25, 2002; International Class No. 16 for paper towels; paper napkins; paper bags and paper boxes for packaging by the food industry; filter paper; disposable paper wipers not impregnated with chemicals or compounds.

B. Trademark Applications

None

C. Trademark Licenses

None